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might, by extending a spur an unreasonable distance to serve a small community, throw a burden upon the others which they would consider to be unfair. Whether the question were raised in court by an aggrieved member of the public under a statutory right, or before the commission in the absence of such right, its determination would appear to depend upon the degree of unfairness worked by the uniform rate, in the absence of a clear legislative declaration that the individual city should be the unit for fixing the rate. The majority of the court in the principal case held the individual city should be the unit, in the absence of legislative declaration to the contrary.

**SALES—BARTER AND EXCHANGE HELD SYNONYMOUS WITH SALE.**—The defendant demurred to an indictment charging the "sale, barter and exchange" of intoxicating liquor, on the grounds of duplicity. *Held*, that a barter and exchange was a sale. *Young v. State* (Texas, 1922), 243 S. W. 472.

In construing statutes prohibiting the "sale" of intoxicating liquors, the decisions of the courts are irreconcilable. On the one side it is held that a transfer of liquor for a promise to return a like kind and quantity of liquor is not a "sale" within the meaning of the statute prohibiting such "sales." *Gillan v. State*, 47 Ark. 555; *Jones v. State*, 108 Miss. 530; *Coker v. State*, 91 Ala. 92. The courts which hold that a "barter and exchange" is a "sale" within the meaning of the statute all presume an intent on the part of the legislature to prohibit the disposal of liquors, either by sale or barter. *State v. Mary Teahan*, 50 Conn. 92; *Com. v. Abrams*, 150 Mass. 393; *Keaton v. State* (Texas, 1896), 38 S. W. 522. Benjamin defines a "sale" as the transfer of goods from one man to another for a price in money; and a barter as a transfer of goods for goods. *BENJ. ON SALES*, Ed. 7, p. 2. Accord, *STORY ON SALES*, Ed. 4, p. 199. But Blackstone says, "a sale or exchange is a transmutation of property from one man to another, in consideration of some price or recompense in value." *BL. COMM.*, Bk. II, p. 446. The courts are agreed that a transfer of goods for a pecuniary consideration is a "sale." *Koehler v. St. Mary's Brew. Co.*, 228 Pa. 648; *U. S. v. Ash*, 75 Fed. 651; *DeBary v. Dunne*, 172 Fed. 940. And it has been held that proof of an exchange of goods will not support an averment of a "sale" of these goods. *Vail v. Strong*, 10 Vt. 457; *Stevenson v. State*, 65 Ind. 409. It is also generally agreed that if the goods transferred are estimated in terms of money, then such transfer will constitute a "sale." *Brunsvold v. Medgorden* (Iowa, 1915), 153 N. W. 163; *Boardman Co. v. Petch* (Cal., 1921), 199 Pac. 1047. But according to *Gunter v. Leckey*, 30 Ala. 591, a transfer of part goods and part money for other goods is not a "sale" when such other goods are not estimated in terms of money. For further discussion of this topic, see 20 MICH. L. REV. 362.

**SALES—PASSAGE OF TITLE TO GOODS NOT IDENTIFIED AT TIME OF CONTRACT.**—The petitioners contracted with a broker for the purchase of bonds, paying in advance the estimated purchase price. After acquiring the bonds the broker was to forward them by mail, but before doing so he was declared